

Case No. 1:24-cv-11575

SONITHASCALES, ALICIA THOMAS, STEPHEN MCNUTT, JEFF PORTER, & PAUL  
SIMONE, individually, and on behalf of all other similarly situated individuals,  
Plaintiffs,

v.

JAY MCGRAW; ERIC WELCH; CREDITSERVE, INC.; MINTO FINANCIAL, d/b/a MINTO  
MONEY; and JOHN DOES 1-10,  
Defendants.

**EXHIBIT 2 TO  
DEFENDANT'S  
MOTION TO COMPEL  
ARBITRATION**

## CONSENT TO ELECTRONIC COMMUNICATIONS

Electronic communications in connection with your loan transaction and the Loan Agreement are governed by this consent (this "Electronic Consent").

In order to receive electronic communications in connection with this transaction, you will need a working connection to the Internet. You must have an internet browser that supports the SSL protocol which provides a secure channel to send and receive data over the internet. You will also need either a printer to print disclosures/notices or sufficient hard drive space available to save the information. You must have your own internet service provider.

You agree that any disclosure, notice, record or other type of information that is provided to you in connection with your transaction with us, including but not limited to, the Loan Agreement, this Consent, disclosures, change-in-term notices, fee and transaction information, statements, delayed disbursement letters, notices of adverse action, and transaction information (collectively, "Communications"), may also be sent to you electronically by either sending it or a link to it to you by e-mail as permitted by applicable law.

You understand that we will not be obligated to provide any Communication to you in paper form unless you specifically request us to do so. You may obtain a copy of any Communication by contacting us at [www.mintomoney.com](http://www.mintomoney.com), writing to us at [customerservice@mintomoney.com](mailto:customerservice@mintomoney.com), or by calling us at (844) 446-4686. You will not be charged a fee for such copy. You also can withdraw your consent to ongoing electronic communications in the same manner and ask that they be sent to you in paper or non-electronic form. If you choose to receive Communications in paper or non-electronic form, we may elect to terminate your Loan Agreement and demand payment of the amount then due by the date of your withdrawal of consent; or by the expiration of any minimum term mandated by applicable law, whichever is later.

You will provide us with your current e-mail address for notices at the address or phone number indicated above. If your e-mail address changes, you must send us a notice of the new address by writing to us or sending us an e-mail, using secure messaging, at least 5 days before the change.

**PLEASE TAKE A MOMENT TO REVIEW THIS LOAN AGREEMENT CAREFULLY. YOU WILL BE REQUIRED TO ELECTRONICALLY SIGN AND DATE IT. YOU WILL ALSO ELECTRONICALLY SIGN AND DATE THE DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATIONS. BY ELECTRONICALLY SIGNING AND DATING THIS LOAN AGREEMENT, YOU AGREE TO BE BOUND BY ITS TERMS AS PROVIDED HEREIN.**

### **LOAN AGREEMENT**

Loan # 5435	
Agreement Date: 5/1/2024 Effective Date: 5/2/2024	Loan #: 5435 Loan Type: Installment Loan
Minto Financial d/b/a Minto Money PO Box 58112 Minto, AK 99758 Phone (844) 446-4686	Name: Stephen McNutt Address: 515 W Madison Ave. Apt. 22 City: El Cajon State: CA, Zip: 92020 Phone: (847)404-0176 Email Address: stephen.mcnutt99@gmail.com

In this Agreement("Agreement") the words "we," "us" and "our" mean Minto Financial d/b/a Minto Money, a wholly owned subsidiary of Benhti Economic Development Corporation ("BEDCO"), a wholly owned economic arm of the Native Village of Minto, a federally recognized sovereign American Indian tribe in Alaska ("Tribe"). "You" and "your" means the consumer who signs the Agreement electronically. The term "business day" means any calendar day other than a Saturday, Sunday or a bank or federal holiday, between the hours of 8AM and 3PM Alaska time.

This Agreement is governed by the laws of the Tribe.

In order to complete your transaction with us, you must electronically sign and date this Agreement. We cannot commit to make a loan to you unless your completed application is approved by our underwriting department, located within the exterior boundaries of the Native Village of Minto. Once you sign and submit this Agreement, we will either approve or deny your request for credit from our office located on tribal land. If your information cannot be verified by the Effective Date, your request for credit will not be approved, we will not fund the loan, and you will not incur any finance charge or fees.

# TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
478.56 %	\$3,749.00	\$750.00	\$4,499.00

Your Payment Schedule will be:

## Payment Number Payment Amount Payment Due Date

1	\$140.49	5/17/2024
2	\$140.49	5/31/2024
3	\$140.49	6/14/2024
4	\$140.49	6/28/2024
5	\$140.49	7/12/2024
6	\$140.49	7/26/2024
7	\$140.49	8/9/2024
8	\$140.49	8/23/2024
9	\$140.49	9/6/2024
10	\$140.49	9/20/2024
11	\$140.49	10/4/2024
12	\$140.49	10/18/2024
13	\$140.49	11/1/2024
14	\$140.49	11/15/2024
15	\$140.49	11/29/2024
16	\$140.49	12/13/2024
17	\$140.49	12/27/2024
18	\$140.49	1/10/2025
19	\$140.49	1/24/2025
20	\$140.49	2/7/2025
21	\$140.49	2/21/2025
22	\$140.49	3/7/2025
23	\$140.49	3/21/2025
24	\$140.49	4/4/2025
25	\$140.49	4/18/2025
26	\$140.49	5/2/2025
27	\$140.49	5/16/2025
28	\$140.49	5/30/2025
29	\$140.49	6/13/2025
30	\$140.49	6/27/2025
31	\$140.49	7/11/2025
32	\$143.81	7/25/2025

**Late Charge:** If a payment is not paid within 5 days, you will pay a late fee of \$20.

**Prepayment:** If you pay off early, you will not have to pay a penalty.

See the terms of the Agreement below for any additional information about nonpayment, default, any required repayment in full before the schedule date, and prepayment refunds and penalties.

## SPECIAL NOTICES:

- YOUR LOAN IS AN EXPENSIVE FORM OF BORROWING.**
- YOU CAN SAVE FINANCE CHARGES BY PAYING OFF YOUR LOAN EARLY EITHER IN PART OR IN FULL.**
- YOUR LOAN IS DESIGNED TO ASSIST YOU IN MEETING YOUR SHORT-TERM CASH NEEDS. IT IS NOT A SOLUTION FOR LONGER TERM FINANCIAL PROBLEMS.**
- NON-PROFIT CREDIT COUNSELING SERVICES MAY BE AVAILABLE IN YOUR COMMUNITY FOR CONSUMERS EXPERIENCING FINANCIAL PROBLEMS.**

**DISBURSEMENT:** If your loan is approved, we will process disbursement of your loan proceeds within a business day of the day your loan is approved. You authorize us to use commercially reasonable efforts to initiate a credit entry by depositing the proceeds of your loan into your Bank Account as described in your Disbursement and Payment Choice Authorization. The date that your loan proceeds are deposited to your Bank Account is the "Disbursement Date." Unavoidable delays that occur as a result of bank holidays, your bank's processing schedule, inadvertent processing errors, "acts of God," or "acts of terror" may extend the time for the deposit and may cause a change in the Disbursement Date and your Annual Percentage Rate ("APR") as disclosed herein. In the event that disbursement is delayed, the Disbursement Date will automatically adjust to the actual date of disbursement. Please note, errors or omissions in providing your bank or card information in the Disbursement and Payment Choice Authorization section may cause delays. In the event you've opted into instant funding and have provided us with incorrect information, you authorize us to initiate a debit entry to retract the funds from the unintended account. If you revoke this authorization before we credit the loan proceeds to you, then we will not be able to deposit the loan proceeds into your Bank Account. To find out whether or not a deposit has been made, you may contact customer service at (844)446-4686.

**LATE CHARGE:** You agree to pay a late charge of \$20 if a payment is 5 days or more late. If you authorize debits from your Bank Account in your Disbursement and Payment Choice Authorization, you also authorize us to debit your Bank Account for any late charges.

**REFUSED INSTRUMENT CHARGE:** If any payment is refused, denied, or otherwise dishonored by your bank for any reason, then you agree to pay us a refused instrument charge of \$30. If you authorize debits from your Bank Account in your Disbursement and Payment Choice Authorization, you also authorize us to debit your Bank Account for any Refused Instrument Charge. Your refused instrument may also cause your payment to be late which could result in your having to also pay a late charge.

**YOUR PROMISE TO PAY:** You promise to pay us, or any subsequent holder of this Agreement, the Amount Financed and finance charges on the payment due dates according to the payment schedule in the Truth in Lending Disclosures above plus all other amounts owed to us under this Agreement. You agree that your finance charges will be calculated at the Annual Percentage Rate in the Truth in Lending Disclosures. All payments will be applied first to fees, followed by finance charges and then to principal. If you prepay all or part of the principal amount due on your loan, your finance charges on the amount prepaid will be calculated as of the date of your prepayment. If you would like to arrange a modified payment schedule, you must contact a customer service representative no later than 3 days prior to your next scheduled payment due date to make those payment schedule modifications if you would like them in effect for the next payment due date. You will make your payments on or before every payment due date until you have paid the entire principal, accrued finance charges and any other charges due under this Agreement. If on the final scheduled payment due date, you still owe amounts under this Agreement, you will pay those amounts in full on that date. In your Disbursement and Payment Choice Authorization you will choose to either authorize electronic payments or agree to mail a cashier's check or money order to us. All mailed payments must be received by us on or before your Payment Due Date.

**WHEN YOU BEGIN PAYING FINANCE CHARGES:** You begin to accrue finance charges for the loan as of the Disbursement Date. In calculating your payments, we have assumed you will make each payment on the day and in the amount due as described in your payment schedule. If any payment is made before the payment due date, the finance charges will be calculated as of the date of your prepayment, and any over payment will be applied to the amounts owed under this Agreement. Time is of the essence, which means that there are no grace periods for when payments must be made.

**PREPAYMENT:** You may prepay all or part of the amount you owe us at any time without penalty. If you prepay in full, you must pay the finance charges accrued on your loan and all other amounts due up to the date of the prepayment. If you wish to prepay your loan, then you must contact a customer service representative at (844) 446-4686 to obtain an accurate payoff amount and either provide us with authorization to effect a debit entry to your Bank Account for the prepayment, or otherwise advise us of your intended method of prepayment. If you prepay all or part of the principal amount due on your loan, your finance charges on the amount prepaid will be calculated as of the date of your prepayment.

**ASSIGNMENT:** This Agreement may not be assigned by you. We may assign or transfer this Agreement and our related rights and obligations without notice to you and your consent is not required if we make such an assignment or transfer.

**VERIFICATION:** You authorize us to verify the information you provided to us in connection with your loan application. You give us consent to obtain information about you from consumer reporting agencies or other sources at any time. We reserve the right to withhold funding of the loan, at any time prior to disbursement, to allow us to verify the information you have provided to us.

**CREDIT REPORTING:** You authorize us to obtain consumer reports about you now or in the future as long as you owe us money under this Agreement. We may use the consumer report for any purpose authorized by applicable law in connection with a credit transaction involving you and involving the extension of credit to you or review for collection of your account, including but not limited to (i) for authentication purposes, to make sure you are who you say you are, (ii) to make credit decisions; (iii) to determine how much debt you currently have, in order to determine your debt-to-income ratio, and (iv) to obtain information and characteristics from your credit report from one or more consumer credit reporting agencies. We may report information about your performance under this Agreement to credit reporting agencies. Late payments, missed payments, or other defaults on your loan may be reported.

**CREDIT DISPUTES:** If you believe that any information about your loan that we have furnished to a consumer reporting agency is inaccurate, contact us immediately by writing to us at PO Box 58112 Minto, AK 99758 or emailing us at [fraud@mintomoney.com](mailto:fraud@mintomoney.com). In your letter (i) provide your name and loan number, (ii) identify the specific information that is being disputed, (iii) explain the basis for the dispute and (iv) provide any supporting documentation you have that substantiates the basis of the dispute.

**IDENTITY THEFT:** If you believe that you have been the victim of identity theft, you must submit a completed and signed identity theft affidavit to us and a copy of your filed police report. Please contact our customer service department by phone at (844) 446-4686 or by e-mail to [fraud@mintomoney.com](mailto:fraud@mintomoney.com) to obtain an affidavit form or if you have any other questions.

**CANCELLATION:** You may cancel this loan and your payment obligations under this Agreement, without cost or finance charges, no later than 3:00 p.m. Alaska Time of the second business day immediately following the Disbursement Date ("Cancellation Deadline"). Your right to cancel your loan only applies if your loan either hasn't funded or, if it has, the funds are returned to us as explained below. To cancel your payment obligations on this loan, you must inform us in writing, by or before the Cancellation Deadline, by email to [customerservice@mintomoney.com](mailto:customerservice@mintomoney.com) that you want to cancel the future payment obligations on this loan. If we timely receive your written notice of cancellation on or before the Cancellation Deadline but before the loan proceeds have been deposited into your Bank Account, then we will not debit your Bank Account and both your and our obligations under this Agreement will be rescinded. However, if we timely receive your written notice of cancellation on or before the Cancellation Deadline but after the loan proceeds have been deposited into your Bank Account, then you authorize us to effect a debit to your Bank Account you chose in your Payment Choice Authorization for the principal amount of this Agreement. If we receive payment of the principal amount via the debit, then both your and our obligations under this Agreement will be rescinded. If we do not receive payment of the principal amount by debit to your Bank Account, then this Agreement will remain in full force and effect until all sums due and owing under this Agreement are repaid in full inclusive of interest and fees, if any.

**CONSENT TO TEXT MESSAGES AND TELEPHONE CALLS:** You consent to receiving text messages relating to your loan, such as payment information, account information, due dates, delinquencies, and collection efforts, at any phone number you provided to us or that was obtained by us or anyone acting on our behalf regarding your loan. There is no fee for text messages, but you are responsible for all charges imposed by your communications service provider.

**DEFAULT:** You will be in default under this Agreement if you do not pay us a scheduled payment or any other amounts you owe us when due or your payment is refused, stopped, denied, or otherwise dishonored. If you default on your loan, we can choose to declare all principal, finance charges and other amounts that you owe us to be immediately due and payable in full. If you are in default and you authorized debits from your Bank Account or via debit card, you agree that we can debit your Bank Account or debit card, as applicable, for the full amount that you owe us. Additionally, if you do not cooperate with us on repaying your debt to us, we may submit your name to a collection agency and we may also report the incident to a consumer reporting agency database. This may negatively impact your ability to write checks or to receive loans or advances from other companies.

**CONSEQUENCES OF DEFAULT:** Upon a default by you under this Agreement, we may, at our option, take any one or more of the following actions:

- (a) Automatically and without further action or notice Accelerate Your Loan and require you to immediately pay us all amounts due and owing pursuant to such acceleration;
- (b) Agree to permit you to cure a payment default before the loan goes into collection by modifying your Payment Schedule and/or payment amounts (a "Payment Arrangement"). This option is not available for all customers and/or all loan products. If we agree to a Payment Arrangement and you fail to honor its terms, then we will have the right, in our discretion, to terminate the Payment Arrangement and immediately and without notice declare the entire unpaid principal balance and all accrued unpaid finance charges and fees immediately due under your loan ("Accelerate Your Loan").
- (c) If you authorized debits from your Bank Account, you agree that we can debit your Bank Account for any amount owed and unpaid as of your last scheduled payment due date up to the full amount that you owe us after providing you with any required notice.
- (d) Submit your loan to a collection agency and we may also report the default to a consumer reporting agency database. This may negatively impact your ability to write checks or to receive loans or advances from other companies; or

(e) Pursue all legally available means to collect what you owe us.

By electing any one of these options, we do not waive or release our right to subsequently elect and apply any other options to collect the amounts due and owing to us.

**GOVERNING LAW:** The laws of the Tribe and applicable federal law will govern this Agreement, without regard to the laws of any state or other jurisdiction, including the conflict of laws rules of any state. You agree to be bound by applicable Tribal and federal law, and in the event of a bona fide dispute between you and us, (as defined below), any arbitration conducted pursuant to the terms of this agreement shall be governed by tribal law, federal law and the Federal Arbitration Act (9 U.S.C. §§ 1-16). Copies of relevant Tribal law may be obtained by calling (855) 786-7726 or by writing to us at PO Box 58112 Minto, AK 99758.

**SOVEREIGN IMMUNITY AND PRESERVATION OF SOVEREIGN IMMUNITY:** This Agreement and all related documents are being submitted by you to us as an economic development arm and instrumentality of the Tribe. The Tribe is a federally recognized Indian Tribe and enjoys sovereign immunity. Nothing in this Agreement constitutes a waiver of the Tribe's sovereign immunity and the Tribe's immunity is fully preserved and is not waived either in whole or in part by this Agreement and the Tribe expressly maintains all rights, titles, privileges, and immunities, to which the Tribe is entitled. To protect and preserve the rights of the parties, no person may assume a waiver of sovereign immunity. No waiver of the Tribe's immunity is or can be made except by express written declaration of the Tribe's Tribal Council specifically authorizing a waiver for the matter in question. No such waiver has been made with respect to either your Agreement (except to the limited extent described in the Arbitration Provision below) or your Disbursement and Payment Choice Authorization. As set forth below, the Tribe expressly preserves its sovereign immunity, and you may not assert any claims against the Tribe. As an economic development arm and instrumentality of the Tribe, we are entitled to sovereign immunity to the same extent as the Tribe. We do not have the authority to waive sovereign immunity of any third parties, including, but not limited to, BEDCO or the Tribe. Consequently, no legal action may be brought in any court against us, the Tribe or any of our officers, directors, employees, or agents acting in their official capacity without express written consent. To encourage resolution of consumer complaints, however, a complaint may be submitted by you or on your behalf pursuant to the Voluntary Dispute Resolution Procedure and Mandatory Arbitration Provision as described below.

#### **DISPUTE RESOLUTION PROCEDURE AND ARBITRATION PROVISION**

**DISPUTE RESOLUTION PROCEDURE:** As an accommodation to consumers, we have established a Voluntary Dispute Resolution Procedure (the "Tribal Dispute Resolution Procedure") to permit you to resolve any Dispute related to this Loan Agreement in a prompt and fair manner. This voluntary process is not required, and you may use the MANDATORY ARBITRATION provisions described below. The voluntary process consists of two steps, an initial dispute resolution procedure with us and review of the determination by the Tribal Lending Regulatory Authority to receive, review, and consider any and all types of complaints made by or on behalf of our consumers. A consumer who, in the course of his or her otherwise lawful and proper use of our business, has concerns about the operation of any part of us or who otherwise believes himself or herself to be aggrieved by some aspect of any part of our operation may voluntarily direct his or her concerns in the first instance to our management, in writing at [customerservice@mintomoney.com](mailto:customerservice@mintomoney.com) or contact us by mail at P.O. Box 58112, Minto, AK 99758. A consumer's complaint to us shall be considered similar in nature to a petition for redress submitted to a sovereign government, without waiver of sovereign immunity and exclusive jurisdiction, and does not create any binding procedural or substantive rights. We will investigate the consumer's complaint and provide our initial determination as soon as is reasonably practicable, with the goal of responding with our determination, either orally or in writing, within seven (7) business days of receipt of your inquiry. If the dispute is not resolved within seven (7) business days or you are dissatisfied with our determination, you and we agree that we shall arbitrate that dispute in accordance with the terms of the below Arbitration Provision, described below.

**ARBITRATION PROVISION:** PLEASE READ THE FOLLOWING CAREFULLY AS IT IMPACTS YOUR LEGAL RIGHTS.

**WE, AS A WHOLLY OWNED ECONOMIC DEVELOPMENT ARM AND INSTRUMENTALITY, AND LIMITED LIABILITY COMPANY OF THE TRIBE, AND OUR DIRECTORS, OFFICERS, AND EMPLOYEES ACTING WITHIN THE SCOPE OF THEIR AUTHORITY, ARE NOT SUBJECT TO SUIT IN ANY COURT IN ANY JURISDICTION, OR ANY OTHER FORUM, ABSENT A WAIVER OF SOVEREIGN IMMUNITY.** In order to resolve any past, present, or future dispute that we cannot resolve to your satisfaction informally or as set forth in the above Voluntary Dispute Resolution Provision, we consent to a limited waiver of sovereign immunity as expressly authorized by our Tribal Council in the Tribal Credit Code set forth below, which is expressly limited by the binding Arbitration Provision in this Agreement. Any such dispute shall be resolved by binding arbitration under the Consumer Arbitration Rules ("The Consumer Rules") of the American Arbitration Association ("AAA") (1-800-778-7879; [www.adr.org](http://www.adr.org)). All parties to such dispute will be governed by the rules and procedures of the American Arbitration Association applicable to consumer disputes, to the extent those rules and procedures do not contradict either the law of the Tribe, applicable federal law, the Federal Arbitration Act (9 U.S.C. §§ 1-16), or the express terms of this Agreement or this Arbitration Provision, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the American Arbitration Association (<http://www.adr.org>). The appeal will be governed by the arbitration organization's rules and procedures applicable to consumer disputes, to the extent that those rules and procedures do not contradict either the law of the Tribe, applicable federal law, or the express terms of this Loan Agreement. Regardless of the outcome of the arbitration, we will be solely responsible to pay your initial filing fees. This limited waiver is strictly limited to individual arbitration claims set forth below and judicial actions to enforce such individual arbitration awards as strictly limited herein.

**Definitions:** The words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to this Dispute Resolution Procedure and Arbitration Provision, the validity and scope of

this Provision and any claim or attempt to set aside this Arbitration Provision? (b) all tribal, U.S. federal or state law claims, disputes, or controversies, arising from or relating directly or indirectly to this Agreement, the information you gave us before entering into this Loan Agreement, including the customer information application, and/or any past Agreement or Agreements between you and us? (c) all counterclaims, cross-claims and third-party claims? (d) all common law claims, based upon contract, tort, fraud, or other intentional acts? (e) all claims based upon a violation of any tribal, federal, or state constitution, statute, or regulation? (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us? (g) all claims asserted by you individually against the Tribe, us and/or any of our employees, agents, directors, officers, governors, managers, members, parent company or affiliated entities (collectively, "related third parties"), including claims for money damages and/or equitable or injunctive relief? (h) all claims asserted on your behalf by another person? (i) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties ("Representative Claims") ? and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

**Notice:** Any party to a dispute, including you, us and/or related third parties, may send the other party or parties written notice by certified mail-return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, the arbitration shall occur before the American Arbitration Association (<http://www.adr.org>). You and we agree that the arbitrator appointed must have a minimum of five years of active practice or other equitable, relevant professional experience in American Indian Law unless the arbitration organization is unable to provide any arbitrators with such experience The party receiving notice of arbitration shall respond in writing by certified mail-return receipt requested within 20 calendar days. All parties to such dispute will be governed by the rules and procedures of the American Arbitration Association applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of the Agreement, this Arbitration Provision, including the limitations on the arbitrator below, applicable federal law or our Tribal Code. You may obtain a copy of the rules and procedures by contacting the American Arbitration Association (<http://www.adr.org>).

Regardless of who demands arbitration, we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party shall bear his, her or its own attorneys' fees and expenses, such as witness and expert witness fees, except as expressly provided in this Arbitration Provision. The arbitrator shall apply applicable substantive law consistent with the Governing Law set forth above, and the Federal Arbitration Act, 9 U.S.C. §§1-16 ("FAA") and applicable statutes of limitation and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence unless you agree to a different location. In conducting the arbitration proceeding, the arbitrator shall not apply any state rules of civil procedure or evidence. If the arbitrator renders a decision or an award in your favor resolving the dispute, the arbitrator shall award you reasonable attorneys' fees Regardless of whether the arbitrator renders a decision or an award in your favor resolving the dispute, you will not be responsible for reimbursing us for your portion of the Arbitration Fees. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having competent jurisdiction.

You and we expressly acknowledge and agree that this Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA.

**WAIVER OF JURY TRIAL: BY AGREEING TO THE TERMS OF THIS ARBITRATION PROVISION, YOU HEREBY AGREE AND ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR AGAINST A RELATED THIRD PARTY.**

**CLASS-ACTION/REPRESENTATIVE WAIVER: BY AGREEING TO THE TERMS OF THIS ARBITRATION PROVISION, YOU HEREBY AGREE AND ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO PURSUE OR PARTICIPATE IN REPRESENTATIVE CLAIMS AND YOU THEREFORE WILL NOT BE ALLOWED TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES. THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.**

This Arbitration Provision is binding upon and benefits you, your respective heirs, successors, and assigns. This Arbitration Provision is binding upon and benefits us, our successors, and assigns, and related third parties. This Arbitration Provision survives the termination of the relationship between you and us, and continues in full force and effect, even if your obligations have been cancelled by prepayment or paid or discharged through bankruptcy. This Arbitration Provision survives any termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing.



YOU ACKNOWLEDGE AND AGREE THAT BY EXECUTING THE AGREEMENT (INCLUDING THE TERMS OF THIS ARBITRATION PROVISION), SUBMITTING IT TO US, AND ACCEPTING THE LOAN PROCEEDS WITHOUT CANCELLING YOUR LOAN:

- **NO RIGHT TO COURT RESOLUTION:** YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES. YOUR RIGHT TO FILE SUIT IN COURT AGAINST US FOR ANY CLAIM OR DISPUTE REGARDING THIS AGREEMENT IS LIMITED BY THIS PROVISION AND SOVEREIGN IMMUNITY.
- **WAIVER OF JURY TRIAL:** YOU ARE WAIVING ANY RIGHT YOU MAY OTHERWISE HAVE TO A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR AGAINST A RELATED THIRD PARTY.
- **CLASS-ACTION/REPRESENTATIVE WAIVER:** YOU ARE WAIVING ANY RIGHT YOU MAY HAVE TO PURSUE OR PARTICIPATE IN REPRESENTATIVE CLAIMS AND YOU THEREFORE WILL NOT BE ALLOWED TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES. THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.

**RIGHT TO OPT OUT:** If you do not want this Arbitration Section to apply, you must send us a signed notice within thirty (30) calendar days after you sign the Agreement. You must send the notice in writing (and not electronically) to Minto Financial d/b/a Minto Money, Attn. "Arbitration Opt Out", PO Box 58112 Minto, Alaska 99758. You must provide your name, address and loan number and state that you "opt out" of the Arbitration Section. Opting out will not effect the other provisions of this Agreement. If you opt out, it will apply only to this Agreement.

**DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION**

DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION for Minto Financial d/b/a Minto Money	Loan#:	5435
REVIEW VERY CAREFULLY BEFORE EXECUTING THE LOAN AGREEMENT		

**Your Electronic Credit Disbursement Authorization**

By electronically signing this Disbursement and Payment Choice Authorization below, you voluntarily authorize us to initiate disbursement credits you have authorized if a loan is made to you. This Disbursement and Payment Choice Authorization is a part of and relates to the Agreement. The words “you” and “your” mean the borrower who has electronically signed this Disbursement and Payment Choice Authorization. The words “we,” “us” and “our” mean Minto Financial d/b/a Minto Money and our successors and assigns.

**Disbursements to your Bank Account.** Unless otherwise agreed, disbursement credits of your loan proceeds will be made to the following bank account (your “Bank Account”).

Bank Name:	J.p. Morgan Chase Bank N.a.
Transit ABA Number:	1627
Deposit Account Number:	5287

We will make these disbursement credits by Automated Clearing House (ACH) entries or other electronic transfer.

**Your Payment Choice Authorization:**

<input checked="" type="checkbox"/> <b>Automatic Payment from Your Bank Account.</b>  By electronically signing this Payment Choice Authorization below, you voluntarily authorize us to initiate debit entries out of your Bank Account by using any commercially available methods	<input type="checkbox"/> <b>Payments You will Make Directly.</b>  You agree to make each of your scheduled payments in your payment schedule by
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<p>we choose, such as (but not limited to) Automated Clearing House (ACH) entries, wire transfers, transactions through your debit card or remotely created checks. This Payment Choice Authorization is a part of and relates to this Agreement.</p> <p>You specifically authorize us to use any of these methods to process debit entries on each payment due date from your Bank Account for each scheduled payment detailed in the Truth in Lending Disclosures in the Agreement. You also authorize us to process debit entries for the amount of any late fee and any refused instrument charge as provided in the Agreement. You authorize us to reprocess debit entries for the same amounts if any attempted payment transaction is dishonored.</p> <p>If you are in default, you authorize us to process one or more debit entries to pay all principal, finance charges and other amounts due to us as provided in the Agreement.</p> <p>We will provide you with at least 10 days' notice prior to processing a preauthorized debit entry that varies from the scheduled amounts, unless the variance results from your request and your new.</p> <p><b>You are not required to authorize this payment choice authorization option in order to be approved for a loan from us.</b></p>	<p>cashier's check or money order that we receive no later than 3:00 pm Alaska Time on or before the payment due date to:</p> <p>Minto Financial d/b/a/ Minto Money PO Box 58112 Minto, AK 99758</p>
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If you have chosen to authorize payment from your Bank Account, you may revoke your authorization to automatic payments at any time by contacting us directly at (844)446-4686 or [customerservice@mintomoney.com](mailto:customerservice@mintomoney.com). Your revocation must be received no less than 3 business days prior to your scheduled payment date. if your scheduled payment has already been submitted to your financial institution at the time of revocation, it may be necessary for us to wait until that payment posts before we can refund you that payment amount. However, when possible, at the time of revocation, we will void any pending payments. You understand that revoking your authorization does not relieve you of the responsibility of timely paying all amounts due in full that are owed by you under the Agreement.

**BY TYPING YOUR NAME AND CLICKING THE “YOU AGREE” BUTTON BELOW, YOU ARE ELECTRONICALLY SIGNING THIS DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION AND AGREEING TO ALL TERMS OF THIS AUTHORIZATION.**

**YOU ACKNOWLEDGE YOUR ABILITY TO DOWNLOAD OR PRINT A FULLY COMPLETED COPY OF THIS DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION FOR YOUR RECORDS.**

[YOU AGREE]  
NAME: Stephen McNutt

**CONSENT TO RECEIVE ADVERTISING OR TELEMARKETING TEXT MESSAGES AND TELEPHONE CALLS**

By signing this section, you consent to our sending you advertising and telemarketing text messages to the mobile phone number you have provided below, including calls made with an auto dialer or an artificial or prerecorded voice, at any telephone number of yours that you provide or that we may obtain, subject to the provisions in this section. You understand that you may receive up to 12 marketing text messages/month. Message and data rates may apply. You may withdraw your consent by texting STOP to the last text message received or contacting us at (844) 446-4686 or [customerservice@mintomoney.com](mailto:customerservice@mintomoney.com).

You are not required to consent to advertising or telemarketing text messages or calls to obtain credit or other services from us. At any time, you may withdraw your consent to receive advertising or telemarketing text messages or marketing calls to the mobile number that you provided by calling us at (844) 446-4686 or emailing us at [customerservice@mintomoney.com](mailto:customerservice@mintomoney.com).

You understand that any advertising and telemarketing text messages we send you may be accessed by anyone with access to your text messages and that your mobile phone service provider may charge you fees for advertising and telemarketing text messages that we send you.

Your electronic signature below to this section will be deemed to be your signature acknowledging your consent to receive advertising and telemarketing text messages and telephone calls as described above to your mobile phone at (847)404-0176

**QUESTIONS OR CONCERNS:** If you have questions or concerns and need assistance, please telephone us at (844) 446-4686.

**SIGNATURE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS**

**BY ENTERING YOUR NAME AND CLICKING THE “I AGREE” BUTTON BELOW, YOU ARE ELECTRONICALLY SIGNING THIS LOAN AGREEMENT AND AGREEING TO ALL THE TERMS OF THIS LOAN AGREEMENT INCLUDING:**

- **THE DISPUTE RESOLUTION PROCEDURE AND ARBITRATION PROVISION**
- **THE CONSENT TO ELECTRONIC COMMUNICATIONS**
- **THE CONSENT TO RECEIVE TELEPHONE CALLS AND TEXT MESSAGES**
- **THE COVERED BORROWER IDENTIFICATION STATEMENT...**

**YOU ALSO ACKNOWLEDGE YOUR ABILITY TO DOWNLOAD OR PRINT A FULLY COMPLETED COPY OF THIS AGREEMENT FOR YOUR RECORDS.**

**YOU ALSO ACKNOWLEDGE YOUR ABILITY TO DOWNLOAD OR PRINT A FULLY COMPLETED COPY OF THIS AGREEMENT FOR YOUR RECORDS.**

[YOU AGREE]  
DATE: 5/1/2024  
174.65.13.190  
NAME: Stephen McNutt

**PRIVACY POLICY**

Rev. April 2022

FACTS	WHAT DOES MINTO FINANCIAL d/b/a MINTO MONEY DO WITH YOUR PERSONAL INFORMATION?
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Why?	Financial companies choose how they share Your personal information. Consumers have the right to limit some but not all sharing. This notice tells You how We collect, share, and protect Your personal information. Please read this notice carefully to understand what We do.
What?	The types of personal information We collect and share depend on the product or service You have with Us. This information can include:  * Social Security number and checking account information * Payment history and income * Employment information and wire transfer instructions
How?	All financial companies need to share customers’ personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers’ personal information; the reason Minto Financial d/b/a Minto Money chooses to share; and whether You can limit this sharing.

Reasons We can share Your personal information	Does Minto Financial share?	Can You limit this sharing?
For Our everyday business purposes – such as to process Your transactions, maintain Your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
For Our marketing purposes – to offer Our products and services to You	YES	NO
For joint marketing with other financial companies	NO	WE DO NOT SHARE
For Our affiliates' everyday business purposes – information about Your transactions and experiences	YES	NO
For Our affiliates' everyday business purposes – information about Your creditworthiness	YES	YES
For Our affiliates to market to You	YES	YES
For nonaffiliates to market to You	YES	YES

To limit Our sharing	<p>* Call (844) 446-4686 our menu will prompt you through your choices or</p> <p>* Contact us via email at <a href="mailto:customerservice@mintomoney.com">customerservice@mintomoney.com</a></p> <p>Please note:</p> <p>If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we can share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
Questions?	Call (844) 446-4686 or go to <a href="http://www.mintomoney.com">www.mintomoney.com</a>

Who We are	
Who is providing this notice?	Minto Financial d/b/a Minto Money, a wholly owned subsidiary of Benhti Economic Development Corporation ("BEDCO"), a tribally chartered economic arm and instrumentality of a sovereign American Indian tribe in Alaska, is providing this privacy policy.

What We do	
How does Minto Financial protect my personal information?	To protect Your personal information from unauthorized access and use, We use security measures. These measures include computer safeguards and secured files and buildings.
How does Minto Financial collect my personal information?	<p>We collect Your personal information, for example, when You</p> <ul style="list-style-type: none"> <li>* Apply for a loan</li> <li>* Give Us Your income information</li> <li>* Tell Us where to send the money</li> <li>* Provide account information</li> <li>* Provide employment information</li> </ul> <p>We also collect Your personal information from others, such as credit bureaus, affiliates or other companies.</p>
Why can't I limit all sharing?	<p>You have the right to limit only</p> <ul style="list-style-type: none"> <li>* sharing for affiliates' everyday business purposes – information about Your creditworthiness</li> <li>* affiliates from using Your information to market to You</li> <li>* sharing for nonaffiliates to market to You</li> </ul>

What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on Your account.
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Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include other business entities of the Native Village of Minto, a sovereign American Indian tribe, and its economic development arm Benhti Economic Development Corporation</i></li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Non-affiliates we share with include service providers and data processors.</i></li> </ul>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to You.</p> <ul style="list-style-type: none"> <li>• <i>Minto Financial does not jointly market.</i></li> </ul>